



GRAMFS ENTERPRISES

To Whom It May Concern

We are delighted to extend an opportunity for collaboration with you as a channel partner for our esteemed **Gramfs application**. We believe that together, we can effectively serve our mutual clients and contribute to their financial growth.

Outlined below are the terms and conditions of our **Channel Partner Revenue Model**:

Commission Structure:

1. For every new customer you onboard, whether they opt for a **monthly SIP** or a **one-time buying model**, you will receive **1%** of their total investment for the first year
2. For the “**Second year**” onwards till the “**Third year**”, you will receive **1%** of the total SIP they make, as long as the customer remains with Gramfs application.

Understanding and Explanation of Gramfs Model:

1. It is imperative that you thoroughly understand and proficiently explain the Gramfs model to potential clients, ensuring clarity and confidence in our services.
 - **Buy-Back Offer:**
2. Gramfs offers a buy-back offer, ensuring flexibility for clients who wish to divest their investment. Clients can opt for a buy-back within the specified terms and conditions outlined in our agreement
 - i) • Gramfs offers a guaranteed buyback period, allowing investors to sell their units back at market price before the tenure ends.
 - ii) • If sold within 2 years, the buyback price is **12.5%** lower than the market price.
 - iii) • If sold within 3 years, the buyback price is **9.5%** lower than the market price.
 - iv) • If sold within the 4th year, the buyback price is **3.5%** lower than the market price.

v) If sold within the 5th year, the buyback price at the Exchange Rate or Listed Price.

3. Physical Possession Within 1.5 Years:

- Our commitment includes providing clients with physical possession of their allocated land within 1.5 years from the date of investment. This demonstrates our dedication to fulfilling promises and meeting client expectations.

4. Client Funds Handling:

- Clients are not required to deposit funds into Gramfs accounts. Instead, they are instructed to keep their funds in a designated savings account until the land allocation process is completed. This ensures transparency and security throughout the investment process.

Non-Disclosure Agreement (NDA):

5. While no deposit is required, you must sign a Non-Disclosure Agreement (NDA) that outlines Gramfs rules regarding competition and customer database confidentiality. Purpose:

- The purpose of this NDA is to protect confidential and proprietary information shared between Gramfs and the Channel Partner during the course of their partnership.

Confidential Information:

- Confidential information refers to any data or information, regardless of its form, tangible or intangible, disclosed by Gramfs to the Channel Partner, which is not publicly known and is considered confidential, proprietary, or sensitive. This includes but is not limited to:
- Gramfs business strategies, models, and plans.
- Financial information, including revenue models, pricing structures, and profit margins.
- Technological innovations, software, algorithms, and proprietary tools.
- Customer data, including personal information, investment portfolios, and transaction history.
- Any information marked or identified as confidential by Gramfs.

Obligations of the Channel Partner:

Non-Disclosure: The Channel Partner agrees not to disclose, reveal, or communicate any confidential information to any third party without prior written consent from Gramfs. This includes competitors, affiliates, associates, or any other external parties. Use of Information: The Channel Partner agrees to use the confidential information solely for the purpose of fulfilling their obligations under the partnership with Gramfs and not for any other purpose.

- **Protection of Information:** The Channel Partner agrees to take all necessary measures to protect the confidentiality of the information received from Gramfs, including but not limited to implementing security measures, restricting access, and preventing unauthorized disclosure.
- **Return of Information:** Upon termination or expiration of the partnership, the Channel Partner shall promptly return or destroy all confidential information received from Gramfs, including any copies, notes, or extracts thereof.

Non-Circumvention:

- The Channel Partner agrees not to circumvent Gramfs by directly or indirectly contacting, soliciting, or engaging in any business transactions with Gramfs' clients, suppliers, partners, or affiliates for personal gain or to the detriment of Gramfs.

Remedies:

- In the event of a breach of this NDA by the Channel Partner, Gramfs reserves the right to pursue legal remedies, including injunctive relief, monetary damages, and any other remedies available under applicable law.

Duration:

- This NDA shall remain in full force and effect for the duration of the partnership between Gramfs and the Channel Partner and for a period of [specify duration, e.g., three (3) years] following the termination or expiration of the partnership.

Governing Law:

This NDA shall be governed by and construed in accordance with the laws of [.] without regard to its conflict of law principles.

Eligibility of Channel Partner:

Registration Process:

- Any individual or entity interested in becoming a Channel Partner with Gramfs must undergo a registration process.
- This process typically involves submitting an application form provided by Gramfs, which includes personal or company details, contact information, and other relevant information.

KYC (Know Your Customer) Compliance:

- As part of the registration process, the Channel Partner must comply with all KYC requirements mandated by regulatory authorities and Gramfs policies.
- This includes providing valid identification documents such as PAN card, Aadhar card, passport, or other government-issued identification.
- Additionally, if the Channel Partner is an entity, it must provide corporate KYC documents such as incorporation certificate, memorandum of association, articles of association, etc.

Banking Details:

- The Channel Partner must furnish banking details, including bank account information, for transactional purposes.
- This information is crucial for facilitating commission payments and other financial transactions between Gramfs and the Channel Partner.

Compliance with Gramfs Policies:

- The Channel Partner must agree to comply with all the terms and conditions outlined by Gramfs, including but not limited to:
- Non-disclosure agreements.
- Compliance with regulatory requirements.
- Adherence to Gramfs' code of conduct and ethics policies.

Training and Education:

- Gramfs may provide training and educational resources to the Channel Partner to ensure they have a comprehensive understanding of Gramfs' products, services, and business model.
- This training may include sessions on investment strategies, financial planning, customer service, and regulatory compliance.

Evaluation of Suitability:

- Gramfs reserves the right to evaluate the suitability of the Channel Partner based on various factors, including their experience, expertise, reputation, and alignment with Gramfs' values and objectives.

Approval Process:

- Upon successful completion of the registration process and compliance with all requirements, Gramfs will review the application and determine whether to approve the Channel Partner's eligibility.
- Once approved, the Channel Partner will receive confirmation from Gramfs and may commence their activities as a Channel Partner.

Akhil Nair

Chairman and CEO

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